|  |  |
| --- | --- |
| **http://40.115.36.231/CIP_logo2(3).jpg**  **IMPORTANT** | |
| This Policy is incomplete without the Schedule bearing the same policy number as above and all endorsements.  This Policy and its Conditions should be examined, and if incorrect returned at once for alteration. | |
| Every change affecting the risks insured by this policy must be immediately advised to the Company. Failure to do this might result in the insurance ceasing to be of effect.  The policy is not transferable from the insured to any other person until the Company's written consent has been obtained. | |
|  | |
| **FIRE CONSEQUENTIAL LOSS** | |
| **POLICY NO** | **{POLICYNO}** |
| **INSURED** | **{INSUREDNAME}** |
| **NAICOM UID:** | **{NAICOMUID}** |
| In the event of any loss or damage notice should be given **IMMEDIATELY**to: | |
| **CORNERSTONE INSURANCE PLC**  **Block D Plot 21, Water Corporation Drive, Oniru Extension, P.O.BOX 75370**  **(off Ligali Ayorinde Street)**  **Victoria Island, Lagos** | |
| Followed by such further steps as are required by the Conditions of this policy. | |

**FIRE CONSEQUENTIAL LOSS**

**THE COMPANY AGREES** [subject to the terms, definitions and conditions of this policy] that if after payment of the First Premium any building or other property used by the Insured at the Premises for the purpose of the Business be destroyed or damaged by any of THE PERILS specified in the Schedule during the period of Insurance [or any subsequent period for which the Company accepts the Renewal Premium] and in consequence , the Business carried on by the Insured at the Premises be interrupted or interfered with, then the Company will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference.

**PROVIDED that:**

1. at the time of the happening of the loss, destruction or damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such loss, destruction or damage and that

[a] payment shall have been made or liability admitted thereafter.

[b] payment would have been made or liability admitted thereof but for the operation of a provision in such insurance excluding liability for losses below a

specified amount

2. the liability of the Company under this policy shall not exceed:

[a] in the whole the total sum insured or in respect of any item its sum insured at the

time of the loss, destruction or damage.

[b] the sum remaining after payment for any other interruption or interference

consequent upon loss, destruction or damage occurring during the same period of insurance, unless the Company shall have agreed to reinstate any such sum insured.

**INSURED PERILS**

**A. FIRE** [Whether resulting from explosion or otherwise] excluding

[a] earthquake, volcanic eruption or other convulsion of nature

[b] Loss occasioned by

[i] its own spontaneous fermentation or heating, or

[ii] its undergoing any process involving the application of heat;

[c] any Loss occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests bush, prairie, pampas or jungle, and the clearing of land by fire.

**LIGHTNING**

**EXPLOSION**

[a] of boilers used for domestic purposes only

[b] of gas used for domestic purposes only

Provided that such damage is not as a result of earthquake, volcanic eruption or other convulsion of nature.

1. **EXPLOSION** to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

The cover provided under this Peril does not include loss consequent upon damage:

[a] to vessels, machinery, or apparatus in which pressure is used and their contents resulting into their explosion.

[b] occasioned by or through or in consequence, directly or indirectly, of acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

**Terrorism** as expressed herein or in any other part of this policy shall mean the use of violence for the purpose of putting the public or any section of the public in fear.

**C** **AIRCRAFT** and other aerial devices and/or articles dropped therefrom.

**D RIOT, STRIKERS, LOCK-OUT WORKERS:** This policy covers loss consequent upon

damage directly caused by:

a] the act of any person taking part together with others in any disturbance of the public peace [whether in connection with a strike or lock-out or not];

b] the act of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbances.

c] the wilful act of any striker, locked-out worker done in furtherance of a strike or in

resistance to a lock-out;

d] the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

1] For any loss to be recoverable under this section, the insured shall prove that such damage or loss was not occasioned through or in consequence, directly or indirectly of:

I. acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

II. civil commotion assuming the proportions of or amounting to a popular uprising;

III. the malicious act of any person[s] [whether or not such act is committed in the course of disturbance of the public peace] not being the wilful act of any rioter striker or locked-out worker[s] in furtherance of riot or strike or in resistance to a lock-out;

2] Furthermore, the Company shall not be liable in respect of:

I loss of earnings, loss by delay, loss of market or consequential or indirect loss or damage of any kind or description whatsoever;

II damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;

III damage occasioned by permanent or temporary dispossession resulting

from confiscation, commandeering or requisition by any lawfully constituted authority:

IV damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building;

PROVIDED nevertheless that the Insurers are not relieved under 2[III] or [IV] above of any liability to the insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession.

**E. MALICIOUS DAMAGE** to the property insured directly caused by malicious act of any person [whether or not such act is committed in the course of a disturbance of the public peace] other than damage arising out of theft or any attempt thereat.

The cover provided under this peril is subject to a cover under part D being in force and to the application of the exclusions under that Peril other than 1[II].

**F. EARTHQUAKE OR VOLCANIC ERUPTION,** including flood or overflow of the sea occasioned thereby. Subject to the proviso that all damages occurring within 72 [seventy-two] consecutive hours of an earthquake and arising solely from seismic activity is deemed to be one event for the purpose of determining insurer's liability.

**G. STORM, TEMPEST, FLOOD & TORNADO**

a] The cover provided under this section excludes damage caused by:

i] frost, subsidence or landslip

ii] water or rain other than by that entering the building through openings made in its fabric by the direct force of the storm or tempest or flood.

b] It is a condition under this section of the policy that the Insurers shall not be liable for any damage caused to premises in the course of construction alteration or repairs except when all outside doors and other openings are complete and protected against storm, tempest or flood.

**H BUSH FIRE:** The insurance by this policy shall, extend to include, damage [by fire or otherwise] of or to the property insured directly caused by the burning whether accidental or otherwise, of forests, bush, prairie, pampas, or jungle and the clearing of land by fire.

**Provided** always that all the conditions of the policy [except as in so far as they may be hereby expressly varied] shall apply as if they had been incorporated herein.

I **ESCAPE OF WATER FROM ANY TANK, APPARATUS OR PIPES** The cover provided under this Peril does not include any loss arising from damage:

[a] by water discharged or leaking from an installation of automatic sprinklers

[b] in respect of any building which is empty or not in use

J. **IMPACT BY ANY ROAD VEHICLE OR ANIMAL** The insurance under this policy extends to include any loss arising from damage by any road vehicle or animal whether belonging to or under the control of the insured or any occupier of the premises or their respective employees.

**EXPLANATORY NOTES -[1]**

**ITEM NO. 1: [GROSS PROFIT]**

The insurance under item 1 is limited to loss of gross profit due to [a] REDUCTION IN TURNOVER and [b] INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

[a] IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying the Rate of Gross Profit to the amount by which the turnover during the Indemnity Period shall, in consequence of the incident, fall short of the Standard

Turnover.

[b] IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the incident, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the

charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the incident.

Provided that if the sum insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover [or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months] the amount payable shall be proportionately reduced.

**EXPLANATORY NOTES - [2]**

TAXATION: To the extent that the Insured is accountable to the tax authorities for Value Added Tax, all terms in this Policy shall be exclusive of such tax.

ADJUSTMENT: For the purpose of these definitions, any adjustments implemented

in current cost accounting shall be disregarded.

GROSS PROFIT: The amount by which-

[i] the sum of the amount of the Turnover and the amount of the closing stock and work in progress shall exceed

[ii] the sum of the amount of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, and due provision made for depreciation.

**UNINSURED WORKING EXPENSES:**

The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

**TURNOVER:**  The Money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

**ITEM NO. 2 AUDITORS FEES**

The Insurance under item No. 3 is limited to reasonable fees payable by the Insured to their Auditors but not exceeding the sum hereby insured for producing and certifying any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be required by the Insurers under the terms of Claims Conditions 1 [b] of the Policy.

**INDEMNITY PERIOD:** The period beginning with the occurrence of the damage and ending not later than the Maximum Indemnity period thereafter during which the results of the business shall be affected in consequence of the incident.

MAXIMUM INDEMNITY PERIOD: TWELVE [12] MONTHS

Subject to such adjustments as shall be made as may be necessary to provide for the trend of the Business and for Variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the incident not occurred, so that the figures thus adjusted shall represent nearly as may be reasonably practicable the results which but for the incident would have been obtained during the relative period after the incident the undernoted shall be held to mean:

1. RATE OF GROSS PROFIT: The rate of gross profit earned on the Turnover during the

financial year immediately before the date of the incident.

2. ANNUAL TURNOVER: The Turnover during the twelve months immediately

before the date of damage.

3. STANDARD TURNOVER: The Turnover during that period in the twelve months

immediately before the date of the incident which corresponds with the indemnity period.

WAGES: The remuneration [including national insurance, bonuses, holiday pay or other payments pertaining to wages] of all employees [other than those whose remuneration is treated as salaries in the Insured’s books of account].

INITIAL PERIOD: The portion of the indemnity period beginning with the occurrence of the DAMAGE and ending not later than four {4} weeks thereafter.

**UNINSURED STANDING CHARGES CLAUSE:** If any standing charges of the Business be not insured by the Policy [having been deducted in arriving at the Gross Profit as defined herein] then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the Uninsured Standing Charges.

**ALTERNATIVE TRADING CLAUSE:** If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

**PREMIUM ADJUSTMENT CLAUSE:** The premium paid hereon may be adjusted on receipt by the Company of a declaration of Gross Profit earned and Wage paid during the financial year most nearly concurrent with the period of insurance, as reported by the Insured’s auditors.

If any DAMAGE shall have occurred giving rise to a claim for loss of Gross Profit the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross Profit and Wages earned by the Business were reduced during the financial year solely in consequence of the DAMAGE.

If either declaration [adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 18 months] is less than the respective sum insured for the relative period of insurance the company will allow a pro-rata return of premium not exceeding 50% of the premium paid.

**GENERAL EXCLUSIONS**

This Policy does not cover any consequential loss arising from:

1 [a] [I] riot, civil commotion, strikes or lock out unless peril D is specified in the schedule and then only to the extent stated.

[ii] war, invasion, act of foreign enemy, hostilities or warlike operations [whether war be declared or not], civil war, plundering, looting, pillage

[iii] mutiny, military or popular rising, insurrection, rebellion, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege

[iv] damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

[v] damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building;

[b] damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

[i] any nuclear weapons material

[ii] ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. [Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission].

[iii] any chemical, biological, biochemical or electromagnetic weapon

[vi] the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

[c] damage to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short circuiting, self heating, arcing or leakage of electricity from whatever cause [lightning included].

PROVIDED that this exclusion shall only apply to the particular machine, apparatus, or portion of the electrical installation so affected, and not to other machines, apparatus or electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or other electrical installation.

d] damage caused by pollution or contamination except [unless otherwise excluded] damage to the Property Insured caused by,

[I] pollution or contamination which itself results from a peril hereby insured against.

[ii] any peril hereby insured against which itself results from pollution or contamination.

2 [a] damage to goods held in trust or on commission, bullion or unset precious stones, money [coined or paper], cheques, securities, stamps, documents, manuscripts, business books computer system records, models, moulds, plans, drawings or designs, explosives, unless specifically mentioned as insured by this policy;

[b] damage to property which, at the time of the happening of such damage is insured by, or would, but for the existence of this policy, be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

3. Any act, including but not limited to labour disturbance, lock-out, riot or strike, which is

calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any political or local authority, or for the purpose of imposing fear in the public or any section thereof.

4. Livestock and all Consequential Loss resulting therefrom.

5. Computer Loss General Exclusion

This policy excludes loss or damage resulting from:

a) loss or destruction of or damage to any property whatsoever (including a computer) or a loss or expense whatsoever resulting or arising therefrom;

b) any legal liability of whatsoever nature;

c) any consequential loss; directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all.

i) To treat any date as the correct date or true calendar date, or correctly or appropriately to recognize, manipulate, interpret, process, store, receive, or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or

ii) to capture, save, retain, or to process any information or code as a result of the operation or any command which has been programmed into any computer, being a command, which caused the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date or

iii) to capture, save, retain, or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and or programmes

iv) to capture, save, retain, or to process any data as a result of the

action of any computer virus, or other corrupting, harmful or otherwise unauthorized code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the Insured or not.

6. Transmission and Distribution Lines Exclusion

This policy does not cover any transmission and distribution lines, including wires, cables, poles, pylons, standards, towers and any equipment of any type which may be attendant to such installations. This exclusion includes but is not limited to transmission or distribution of electrical power, telephone or telegraph signals, and all communication signals whether audio or visual.

This exclusion applies to above ground equipment which is more than 150 metres (or 500 feet) from an insured structure.

This exclusion applies both to physical loss or damage to the equipment and all business interruption consequential loss, and/or other contingent losses related to transmission and distribution lines.

7. Asbestos Exclusion

It is hereby understood and agreed that this policy does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

8. Communicable Disease Exclusion-LMA 5394

This policy excludes any loss, damage, liability, claim cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease (e.g. any action taken in controlling, preventing or suppressing a Communicable Disease) regardless of any other cause or event contributing concurrently or in any other sequence thereto.

1. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

1.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

1.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of; loss of value of; marketability of or loss of use of property.

2. Notwithstanding the foregoing, losses directly caused by any otherwise coveredperilundersubjectPoliciesandnototherwiseexcludedunderthis reinsurance agreement shall be covered

**GENERAL CONDITIONS**

1. **Identification**

This policy and the Schedule [which forms and integral part of this policy] shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this policy or of the schedule shall bear such specific meanings wherever they may appear.

2. **Misdescription/Policy Avoidance**

This policy shall be voidable by the Company in the event of misrepresentation,

Misdescription or non-disclosure in any material particular by the insured.

3. **Alterations and Removals**

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any damage, has obtained the section of the Company signified by endorsement upon the policy, by or on behalf of the Company:

a] If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the property insured be changed in such a way as to increase the risk of damage by any of the perils insured;

b] if any of the buildings insured or containing the **property** insured becomes  **unoccupied** and so remain for a period of more than 30 days;

c] if the property insured is removed to any building or place other than that in which it is herein stated to be insured;

d] if the interest in the property Insured passes from the Insured otherwise than by will or operation of law;

4. **Cancellation**

This policy may be terminated at any time at the request of the insured, in which case the company will retain the customary short period rate for the time the policy has been in force. This policy may also be terminated at any time at the option of the company, on a minimum notice of seven [7] days to that effect being given to the insured, in which case the company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

5. **Warranties**

Every warranty to which the Property insured or any item thereof, is or may be made subject, shall from the time the warranty attaches apply and continue to be in force during the whole currency of this policy, and non-compliance with any such warranty shall be a bar to any claim in respect of such property or item, provided that whenever this policy is renewed a claim in respect of damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before commencement of such period.

6. **Reasonable Precautions**

The insured shall maintain the property insured in a proper state of repair and take all reasonable precautions to prevent damage thereto and or ensure prompt restoration, repair or reinstatement of damaged property with a view to minimising any interruption period and at all times shall act as if uninsured.

**CLAIMS CONDITIONS**

1. **Action by the Insured:**

a] If any event giving rise to or shall likely give rise to a claim under this policy comes to his knowledge the insured shall immediately

I] take steps to minimize the loss or damage and recover any missing property,

ii] give notice in writing to the Company and

iii] give notice to the police in the event of deliberate or malicious damage

b] Within 30 days or such further time as the company may in writing allow and deliver to the company

I] a claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items of property loss or damaged and the amount of loss or damage thereto respectively, having regard to their value at the time of the loss or damage.

ii] particulars of all other insurances if any.

The Insured shall at all times at his own expense produce, procure and give to the company all such further particulars, plans specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of liability of the company as may be reasonably required by or on behalf of the company together with a declaration on oath or in order legal form of the truth of the claim and any matters connected therewith.

2. **Forfeiture:**

a] All benefits under the Policy shall be forfeited if any claim made be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain a benefit under this policy or if any damage is caused by the wilful act or with the connivance of the insured.

b] Benefits under the policy shall also be forfeited in respect of any claim

i] made and rejected if any action or suit be not commenced within twelve months after such rejection, or

ii] Where arbitration takes place in pursuance of Claims Condition 6 of this policy and an action or suit be not commenced within twelve months after the arbitrator or arbitrators or umpire shall have made their award.

3. **Average [Under Insurance]**

If the property insured, at the time of any damage, be collectively or greater value than the sum insured thereon, the insured shall bear a share of the loss corresponding directly to the proportion of under-insurance. Every item, if more than one, of the policy shall be separately subject to this condition.

4. **Contribution**

If at the time of any damage there be any other insurance effected by or on behalf of the Insured covering any of the property lost, destroyed or damaged, the liability of the Company hereunder shall be limited to its ratable proportion of such damage. If any such other insurance is expressed to cover any of the property insured, but is subject to any provision whereby it is excluded from ranking concurrently with this policy either in whole or in part or from contributing ratable to the destruction or damage, the liability of the Company hereunder shall be limited to such proportion of the destruction or damage as the sum hereby insured bears to the value of the property.

5. **Subrogation**

Any claimant under this policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying or making good any destruction or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

6. **Arbitration**

if any difference shall arise as to the claim amount to be paid under this policy such difference shall be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator, and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insured.

1. **AUTOMATIC REINSTATEMENT OF SUM INSURED AFTER LOSS CLAUSE**

If this insurance be reduced by the amount of any claim paid, it is agreed to reinstate such amount by the payment of a pro-rata premium so that this insurance is always maintained at the sum insured, the reinstatement to take effect immediately upon the occurrence of any loss and the charges therefore to be made from the date of such loss, but nevertheless the Company's liability hereon shall never be more than the sum insured in respect of any one loss or occurrence or series of losses or occurrences arising out of one event.

1. **BREACH OF CONDITIONS CLAUSE**

The conditions and warranties of the policy shall apply individually and not collectively as if each were insured by a separate policy. Thus a breach of any condition or warranty shall void the section only in respect of all the items to which the breach applies and not in respect of the remaining items.

**SITUATION CLAUSE**

Warranted that the said property is the only property so situate and described in which the insured is interested.

THE INSURANCE UNDER ITEM I is limited to loss of Gross Profit due to [a] REDUCTION IN TURNOVER [b] INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

[a] IN RESPECT OF REDUCTION ON TURNOVER

The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the damage, fall short of the Standard Turnover.

[b] IN RESPECT OF INCREASE IN COST OF WORKING

The additional expenditure necessarily and reasonable incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage, but not exceeding the sum produced by applying the Rate of Gross profit to the amount of reduction thereby avoided, less any sum saved during the Indemnity period in respect of such of the charges and Expenses of the business payable out of Gross Profit as may cease or be reduced in consequence of the damage, provided that if the sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to one and half times the Annual Turnover, the amount payable shall be proportionately reduced.

THE INSURANCE UNDER ITEM II is limited to the reasonable charges payable by the Insured to their professional accountants for producing any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be required by the insurers under the terms of condition 10 of this policy.

**DEFINITIONS**

GROSS PROFIT: The amount by which

[1] the sum of the turnover and the amount of the closing stock shall exceed

[2] the sum of the amount of the opening stock, the amount of the stock purchased and the amount of the specified working Expenses.

N.B For the purpose of this definition, the amount of the opening and closing stocks shall be arrived at in accordance with the Insured's usual accounting methods, due provision being made for depreciation.

SPECIFIED WORKING EXPENSES: Wages [as defined below]

WAGES: The remuneration [including National Provident Fund Contribution] of all employees other than those whose remuneration is treated as salaries in the Insured's books of account.

TURNOVER: The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the premises.

SHORTAGE IN The amount by which Turnover during period shall in consequence of the TURNOVER: damage fall short of the part of the Standard turnover which relates to that period.

INDEMNITY The period beginning with the occurrence of the PERIOD damage and ending not later than twelve months thereafter during which the results of the business shall be affected in consequence of the damage.

RATE OF The rate of Gross Profit ]to which such adjust-

GROSS PROFIT earned on the Turnover ]ments shall be made

during the financial year ]as may be necessary

immediately before the ]to provide for the

date of the damage. ]trend of the business

]and for variations

RATE OF WAGES: The rate of Wages to ]or special circum- Turnover during the ]stances affecting the

financial year immediately ]business either

before the date of the ]before or after the

damage ]damage or which would

]have affected the

ANNUAL

TURNOVER The Turnover during the ]business had the

twelve months immediately ]damage do not before the date of the ]occurred, so that the

damage ]figures thus adjusted ]shall represent as

]nearly as may be

]reasonably

STANDARD The Turnover during that ]practicable the

TURNOVER period in the twelve months ]results which but

immediately before the date ]for the damage would

of the damage which corres- ]have been obtained

ponds with the Indemnity ]during the relative

period. ]period after the

]damage.

**SCHEDULE**

**POLICY NO.:**                                   {POLICYNO}

**PRODUCT:**                                       {SUBRISK}

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **A** | **B** | **C** | **D** | **E** | **F** | **G** | **H** | **I** | **J** | **as operative** |

**THE PERILS:**

**INSURED:**                                         {INSUREDNAME}

**ADDRESS:**                                        {INSADDRESS}

**BUSINESS:**                                    {Occupation}

**PERIOD OF INSURANCE:**              FROM: {StartDate}

TO:     {EndDate}

                                                [AT 4 O'CLOCK IN THE AFTERNOON]                  

**TOTAL SUM INSURED:**                     ~~N~~{SumInsured}

**FIRST PREMIUM:**                             ~~N~~{BasicPremium}

**ANNUAL PREMIUM:**                        ~~N~~{BasicPremium}

**LOCATION OF RISK:**                        AS PER ATTACHED

**RENEWAL DATE:**                             {EndDate}, ANNUALLY

**EXAMINED:**

                                                                                                                       for: **CORNERSTONE INSURANCE PLC**

**SPECIFICATION ATTACHING TO AND FORMING PART OF {SUBRISK} NO. {POLICYNO} IN THE NAME OF{INSUREDNAME}**

{ListTable}

**MEMORANDUM ATTACHING TO AND FORMING PART OF POLICY NUMBER {POLICYNO} IN THE NAME OF {INSUREDNAME}**  
{ListTable2}

**COMPLAINTS PROCEDURE**

We always aim to meet and exceed your expectation as our well-cherished customer. However, if you are not satisfied with our service, you may lodge your complaints to us in writing through your Broker/Agent or directly {if there is no Broker/Agent} to:

The Group Head, Customer Experience Group,

Customer Services Department

CORNERSTONE INSURANCE PLC

Block D Plot 21, Water Corporation Drive,

Oniru Extension, P.O.BOX 75370

(off Ligali Ayorinde Street)

Victoria Island, Lagos.

Contact Customer Service on:

* Telephone No: 0700 Cornerstone (0700 26763778663)
* Email: [enquiries@Cornerstone.com.ng](mailto:enquiries@Cornerstone.com.ng)

**Information to be provided with the complaint**

Name, address, contact details, and description of the complaint.

**How complaints are handled.**

* Once a complaint is received, the Customer Services Team shall acknowledge receipt of the complaint within 2 days.
* All complaints will be resolved within 3 working days.
* For exceptional cases where a complaint takes a longer time to be resolved, the Customer Services Team will keep the complainant informed of the status on a regular basis.
* In the event of an inability to resolve the complaints, the Complaint Co-Ordinator will ensure compliance with the Arbitration clause spelled out in the policy document.

**The following other options are available for the client/complainant in case the resolution is not satisfactory:**

Arbitration Committee of the Nigerian Insurers Association [NIA] at no extra cost to you.

Address: No 42, Saka Tinubu Street, Victoria Island, Lagos.

Telephone Number: 08029908531

E-mail - [info@nigeriainsurers.org](mailto:info@nigeriainsurers.org)

The Complaint Bureau of the National Commission

Address: Plot 1239, Ladoke Akintola Boulevard

Garki II, PMB 457 Garki

Abuja, Nigeria

Telephone Number: +**234 (09) 875-6021**

E-mail: [contact@naicom.gov.ng](mailto:contact@naicom.gov.ng).

Where the above processes fail to produce the desired result, customers have the right to the competent court of Jurisdiction as the final arbiter.

Thank you for choosing Cornerstone Insurance Plc as your preferred Insurance Company.